

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

GLOBAL NAPS, INC.,
Plaintiff,

v.

VERIZON NEW ENGLAND, INC.,
Defendant.

Civil Action No. 02-12489-RWZ

Civil Action No. 05-10079-RWZ

ORDER ON
DISPOSITION OF LANCASTER, PA RAILROAD
RIGHT-OF-WAY LICENSE AGREEMENT


At Boston, Massachusetts, in said District this 31st day of March, 2011.

This matter having come before me on the "Receiver's Motion For An Order Authorizing and Approving Private Sale And Assignment of Lancaster, Pennsylvania Railroad Right-of-Way License Agreement Free and Clear of All Liens, Claims and Encumbrances" (Docket No. 659), (the "Motion"), due notice having been provided to interested parties, only one response or objection having been filed at Docket No. 675 (the "Amtrak Response") with respect to such Motion and notice, the Amtrak Response being withdrawn by agreement between the Receiver, and the National Railroad Passenger Corporation ("Amtrak") concurrently with the entry of this Order, and upon determination by this Court that no hearing is necessary because the Amtrak Response has been resolved and is being withdrawn concurrently with the entry of this Order and no other responses or objections have been filed, and having found that the disposition of the Railroad Right-of-Way License Agreement by and between National Railroad Passenger Corporation and Global NAPS Networks, Inc. dated as of October 1, 2001, as amended (the "Amtrak-GNN Lancaster Agreement"), and the sale of the "GNN Lancaster Facilities" (as this

term is defined in decretal paragraph 2, below), are in the best interests of the Receivership estate, it is hereby ORDERED:

1. The “Termination of Railroad Right-of-Way License Agreement by and between National Railroad Passenger Corporation and Global NAPS Networks, Inc. and Amendment to Railroad Right-of-Way License Agreement by and between National Railroad Passenger Corporation and First Telecom Services, LLC”, a copy of which is attached hereto as Exhibit A (the “Lancaster TAA”), is hereby approved; and the Receiver, being duly appointed by this Court, as evidenced by that certain Amended Order for Appointment of Keeper and Receiver dated May 13, 2010, (Docket No. 624) (“Receiver”) is hereby authorized to execute and deliver the Lancaster TAA and to take whatever actions are deemed necessary or appropriate and issue, execute and deliver whatever documents as may be necessary or appropriate to implement and effectuate the Lancaster TAA.
2. The Receiver, is hereby authorized to sell the GNN Lancaster Facilities (as this term is defined in Section 1.03 of the Lancaster TAA) to First Telecom Services, LLC or its nominee (individually or together, the “Buyer”), for a total purchase price of \$160,000.00 (the “Sale Proceeds”), and to execute all documents necessary to effectuate and complete the transfer of the GNN Lancaster Facilities to the Buyer.
3. The Sales Proceeds represent the highest and best offer received by the Receiver for the GNN Lancaster Facilities, are fair and reasonable, and constitute reasonably equivalent value and fair consideration under applicable federal and state law.

4. Said sale shall be free and clear of all claims, liabilities, equities, exceptions, contracts, options, obligations, encumbrances, charges, rights of third parties (whether express or implied) restrictions, mortgages, security interests, and other liens or liabilities of any nature with the exception of those contained in such Amtrak-GNN Lancaster Agreement, as modified by the Lancaster TAA.
5. Any and all valid liens and encumbrances, duly perfected and enforceable, shall attach to the Sale Proceeds according to the priorities under applicable law.
6. The Receiver shall pay, directly from the Sale Proceeds, all taxes due and owing on the GNN Lancaster Facilities, if any.
7. The Receiver shall pay, directly from the Sale Proceeds, any and all reasonable closing costs associated with the sale of the GNN Lancaster Facilities, which are normally and customarily payable by a seller of such property.
8. The balance of the Sale Proceeds shall be placed in the Receiver's receivership account to be distributed pursuant to further order of the Court.


Honorable Rya W. Zobel
United States District Court

**Attachment 3.02 to
Termination and Amendment
Agreement between Amtrak,
GNN and FTS**

ATTACHMENT 3.02

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that Carl F. Jenkins as Receiver of **GLOBAL NAPS NETWORKS, INC.** ("Seller"), pursuant to an Amended Order For Appointment Of Keeper And Receiver dated May 13, 2010, attached hereto as Exhibit A, for and in consideration of a payment by **FIRST TELECOM SERVICES, LLC** ("Purchaser") of One Hundred Sixty Thousand Dollars (\$160,000.00) the receipt and sufficiency of which is hereby acknowledged, does hereby give, sell, transfer, assign and set over and confirm unto Purchaser, its successors and assigns, the items defined in the Order (defined below) as the "GNN Lancaster Facilities."

TO HAVE AND TO HOLD the same unto the Purchaser, its successors and assigns forever.

Seller warrants he has been duly authorized as Receiver to sell, transfer and assign the GNN Lancaster Facilities free from all liens, encumbrances, and obligations to First Telecom Services, LLC pursuant to an Order of the United States District Court dated March __, 2011 and attached hereto as Exhibit B ("Order").

This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed by it's duly authorized representative this __ day of ____, 2011.

WITNESS

GLOBAL NAPS NETWORKS, INC.

By _____

By _____

Print Name: _____

Print Name: Carl F. Jenkins

Title: Receiver

**Attachment 2.02 to
Termination and Amendment
Agreement between Amtrak,
GNN and FTS**

National Railroad Passenger Corporation
23615 Network Place
Group 5 - Real Estate Dept.
Chicago, IL 60673-1236

Global NAPS Networks

Invoice Number:
Billing Date:

002497
2/16/2011

Date	Code	Description	Charges	Payments	Amount Due
1/13/2010	RCPI	CPI Adjustment 11/09	\$219.42	\$109.71	\$109.71
2/16/2010	RCPI	Lock Box-Batch Code:88-00001	-\$109.71	-\$109.71	\$0.00

Please direct inquiries to the Real Estate Accountant at: 215-349-4829

BALANCE DUE \$109.71

INCLUDE A COPY OF YOUR INVOICE TO ENSURE PROPER APPLICATION OF PAYMENT

INVOICE

Global NAPS Networks
350 Massachusetts Avenue
Cambridge, MA 02139

INVOICE NO
002497

BILLING DATE
2/16/2011

CUSTOMER NO
R3054

FILE NUMBER
T717D.000 1

BLDG ID
NTROWF

LEASE ID
T00179

Location: Collocation Space - Amtrak POPs in WAS, DC; Baltimore, MD; WILM, DE; PHL, PA; Trenton, NJ; Newark, NJ and NYC

MAIL REMITTANCE AND MAKE CHECKS PAYABLE TO:

NRPC - AMTRAK
23615 Network Place
Group 5 - Real Estate Dept.
Chicago, IL 60673-1236

DUE DATE
UPON RECEIPT

AMT. ENCLOSED

Current	30	60	90	120	BALANCE DUE
\$0.00	\$0.00	\$0.00	\$0.00	\$109.71	\$109.71

INCLUDE A COPY OF YOUR INVOICE TO ENSURE PROPER APPLICATION OF PAYMENT

National Railroad Passenger Corporation
NEC Finance - Real Estate Accounting
30th Street Station, 5NW - Box 61
Philadelphia, PA 19104

INVOICE ENCLOSED

Global NAPS Networks
Matthew Barrett - CBIZ Tofias
350 Massachusetts Avenue
Cambridge, MA 02139



INVOICE

Mail Remittance To:

NATIONAL RAILROAD PASSENGER CORPORATION

AMTRAK - GROUP 1

23615 NETWORK PLACE

CHICAGO, IL 60673-1236

Customer No	Invoice No
N3054	100507992250902

GLOBAL NAPS NETWORK
ATTN: ACCOUNTS PAYABLE
10 MERRYMOUNT RD
QUINCY MA 02169

Account Number	Due Date
112607	Upon Receipt
Invoice Date	Amount Enclosed
5/31/2010	
Cust. Proj. Mngr.	Amtrak Proj. Mngr.

For service and return top portion of invoice with your payment to our service center.

Date	Reference Number	Transaction Description	Amount
5/31/2010		<p>PO/Contract Number: CD708</p> <p>Project No. 0799225 Billing for the month of: April, 2010</p> <p>Description Cost associated with Supp. Svcs.Prelim. Engr. Remove Global Naps Fac. New Haven/Mystic Work Element- 1799061</p> <p>Interest will be charged on late payments in accordance with the terms and conditions of the contract. Please include customer name, customer number and our Invoice number on your remittance to ensure your payment is credited to your account</p> <p>Questions regarding this invoice may be directed to: Janice Vandergriff (215) 349-3295 or write to: AMTRAK Mgr. Credit and Collections Box 61, Department C 30th Street Station Philadelphia, PA 19104</p>	\$1,582.61
Invoice Comments:			\$1,582.61

NRPC 1808 (4/91)

R# 63684 H

Invoice Number 100507992250902

— Customer Copy —

Please retain this portion for your records